

**SHERIFF'S INMATE WORK CREW AGREEMENT
BETWEEN
SHERIFF LARRY CAMPBELL
AND
LEON COUNTY**

THIS AGREEMENT is made by and between Larry Campbell, as Sheriff of Leon County, Florida, a County Constitutional Officer of the State of Florida, for the LEON COUNTY SHERIFF'S OFFICE, located at 2825 Municipal Way, Tallahassee, Florida 32304 (hereinafter referred to as the SHERIFF), and LEON COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as the COUNTY).

WHEREAS, in accordance with Chapter 951, Florida Statutes, the SHERIFF has been designated by the Leon County Board of County Commissioners as the Chief Correctional Officer of the County Correctional System (hereinafter referred to as the JAIL);

WHEREAS, the various departments of the COUNTY desires to utilize inmate labor upon the public roads, bridges, farms, or other public works owned and operated by the COUNTY, or on other projects for which the governing body of the COUNTY could otherwise lawfully expend public funds;

WHEREAS, the SHERIFF desires that inmate labor be utilized upon the public roads, bridges, farms, or other public works owned and operated by the COUNTY, or on other projects for which the governing body of the COUNTY could otherwise lawfully expend public funds;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other as follows:

SECTION ONE: TERM

- 1.1 The term of this Agreement shall commence on January 1, 2005 and end on January 1, 2009, unless earlier terminated as provided for elsewhere in this Agreement.

SECTION TWO: RENEWAL

- 2.1 This Agreement may be renewed by the SHERIFF and the COUNTY upon agreement by both parties. Any such Renewal Agreement shall be signed by both parties prior to the expiration of this Agreement.

SECTION THREE: PARTIES TO THIS AGREEMENT

- 3.1 All references to the SHERIFF shall mean Sheriff Larry Campbell and/or his designee.
- 3.2 All references to the COUNTY for purposes of providing inmate crews as an ongoing detail shall mean the following departments:
 - 3.2.1 Leon County Department of Public Works, Operations, Storm Water
 - 3.2.2 Leon County Department of Public Works, Operations, Right of Way
 - 3.2.3 Leon County Department of Public Works, Parks and Recreation
 - 3.2.4 Leon County Department of Public Works, Mosquito Control
 - 3.2.5 Leon County Department of Management Services, Facilities Management
 - 3.2.6 Leon County Department of Management Services, Waste Management
- 3.3 Other COUNTY departments desiring to utilize inmate labor pursuant to this Agreement shall be required to give the SHERIFF at least fifteen (15) working days prior notice. Filling such requests shall be contingent upon the availability of inmates as determined by the SHERIFF in accordance with Section 4.1.

SECTION FOUR: SCOPE OF SERVICES - SHERIFF

- 4.1 The SHERIFF agrees to assign low risk inmates who have been sentenced or are otherwise housed in the Leon County Jail to work on the Inmate Work Crew Detail. The SHERIFF shall have complete authority in determining which inmates will be assigned to each detail. The number of inmates that are assigned to each detail shall be dependant upon the availability of eligible inmates who meet the criteria for assignment as determined by the SHERIFF.

SECTION 5: SCOPE OF SERVICES - COUNTY

- 5.1 The COUNTY agrees to provide COUNTY employees to supervise the inmates while the inmate is assigned to the detail and agrees that the inmates are under the direct supervision of the COUNTY employee.
 - 5.1.1 The COUNTY agrees that the COUNTY shall confer with the Commander of the Inmate Work Crew prior to selecting a COUNTY employee to supervise inmates. The Commander of the Inmate Work Crew shall have meaningful input as to which COUNTY employee shall be assigned to supervise inmates.

- 5.1.2 The COUNTY agrees that no COUNTY employee who has been convicted of, entered a plea of, guilty or no contest, to any felony or to any misdemeanor involving dishonesty, perjury, a false statement or an immoral act, regardless of adjudication, shall be assigned to supervise inmates. All COUNTY employees who are selected to supervise inmates shall undergo a criminal history check prior to supervising inmates. The SHERIFF agrees to be responsible for the cost of the criminal history check.
- 5.1.3 The COUNTY agrees that all COUNTY employees who have been selected to supervise inmates shall undergo a urinalysis test for detection of possible illegal drug use prior to being assigned by the COUNTY to supervise inmates. The COUNTY agrees to be responsible for the cost of the pre-assignment drug test. The COUNTY also agrees that COUNTY employees who are supervising inmates may be required to undergo a test for detection of possible illegal drug use whenever there is a suspicion that the COUNTY employee may be using such drugs. The COUNTY agrees to be responsible for the cost of the suspicion drug test.
- 5.1.4 The COUNTY agrees that all COUNTY employees who have been selected to supervise inmates shall successfully complete the SHERIFF's Inmate Work Crew Training Program. The expense of this program shall be provided by the SHERIFF.
- 5.1.5 The COUNTY agrees that COUNTY employees who violate SHERIFF's policy regarding the supervision of inmates shall be removed from supervising inmates. The SHERIFF shall have final authority as to who may supervise inmates with respect to a violation of SHERIFF's policy.
- 5.1.6 The COUNTY agrees that COUNTY employees subject to the provisions of this Agreement shall abide by the Inmate Work Crew Rules and Regulations attached hereto and incorporated by reference. A violation of these rules and regulations shall result in the removal from supervising inmates.
- 5.1.7 The COUNTY agrees that nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship for purposes of employment law, nor shall COUNTY's status, actions or omissions be construed as creating any such special relationships with the SHERIFF.
- 5.1.8 The COUNTY agrees that all persons employed by the COUNTY in connection with the supervision of inmates shall be on the COUNTY'S payroll and shall be deemed employees of the COUNTY for tax, insurance, and all other employment purposes.
- 5.2 The COUNTY agrees to provide transportation for inmates who are assigned to a work detail.

- 5.2.1 The COUNTY agrees that the SHERIFF shall have final authority to determine the dates, the times and the number of hours an inmate can work on any detail.
- 5.2.2 The COUNTY agrees that the SHERIFF shall have final authority to determine the methods of transportation. All methods used shall be in compliance with accepted safety standards as determined by the SHERIFF.
- 5.3 The COUNTY agrees to provide all equipment for use by inmates assigned to a work detail, including all safety equipment.
- 5.4 The COUNTY agrees to abide by Chapter 951, Florida Statutes and the Florida Model Jail Standards as these provisions relate to working inmates.
- 5.5 The COUNTY agrees to abide by the SHERIFF'S Inmate Work Crew Rules and Regulations attached hereto and incorporated herein by reference.
- 5.6 The COUNTY agrees to maintain all licenses, permits and other approvals required for its operations and agrees to pay for all fees incurred in connection with obtaining and maintaining such licences and permits as a cost of operation.

SECTION SIX: TERMINATION

- 6.1 Either party may terminate this Agreement without cause by giving the other party a fifteen (15) day written notice prior to the termination date. No penalties shall accrue for such early termination.
- 6.2 In the event the COUNTY materially defaults in the performance of any of its obligations hereunder, the SHERIFF shall have the right to immediately terminate this Agreement.

SECTION SEVEN: INDEMNIFICATION AND HOLD HARMLESS

- 7.1 To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the COUNTY agrees to indemnify and hold harmless the SHERIFF from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the COUNTY, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the COUNTY, including but not limited to costs and a reasonable attorney's fee. The SHERIFF, may at his sole option, defend itself or allow the COUNTY to provide the defense. Neither the SHERIFF or the COUNTY shall be deemed to assume any liability for the acts, omissions to act and negligence of the other parties, their agents, servants, and employees.
- 7.2 To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the SHERIFF agrees to indemnify and hold harmless the COUNTY from all claims, damages,

liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the SHERIFF, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the SHERIFF, including but not limited to costs and a reasonable attorney's fee. The COUNTY, may at its sole option, defend itself or allow the SHERIFF to provide the defense.

- 7.3 The COUNTY expressly agrees that employees assigned by the COUNTY to transport, supervise and otherwise care for inmates while the inmate is assigned to the Inmate Work Crew Detail, are employees of the COUNTY and not the SHERIFF, and the SHERIFF will not be liable or responsible for the acts or omissions, whether by negligence or by deliberate act, of COUNTY employees. It is the intent of the SHERIFF to allow COUNTY employees to supervise inmates assigned to a work detail without the SHERIFF being held responsible for the acts or omissions of either the COUNTY employee or the inmate.
- 7.4 The SHERIFF has no obligation to provide legal counsel or a legal defense to COUNTY in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against COUNTY as a result of or relating to COUNTY's duties, obligations and performance pursuant to this Agreement. The SHERIFF has no obligation for the payment of any judgement or the settlement of any claims made against COUNTY as a result of or relating to COUNTY's obligations, duties and performance pursuant to this Agreement.

SECTION EIGHT: MISCELLANEOUS

- 8.1 The COUNTY shall not assign this Agreement to any other individual or entity without the express written consent of the SHERIFF.
- 8.2 In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any arbitration or legal proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitation, reasonable attorney's fees.
- 8.3 A waiver by either party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 8.4 In the event any provision of this Agreement is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof, shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 8.5 The performance of the SHERIFF of any of his obligations under this Agreement shall be

subject to and contingent upon the availability of funds budgeted by the COUNTY or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.

- 8.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the Circuit Court in and for Leon County, Florida.
- 8.7 This Agreement constitutes the entire agreement between the SHERIFF and the COUNTY, and is intended as a complete and exclusive statement of the promises and agreements that have been made in connection with the subject made hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

SECTION NINE: NOTICE

- 9.1 All notices required by this Agreement shall be in writing and shall be delivered personally or by registered or certified mail, return receipt requested, addressed as follows:

9.1.1 To the SHERIFF:

Sheriff Larry Campbell
Leon County Sheriff's Office
Post Office Box 727
Tallahassee, Florida 32302-0727
ATTN: Chief Administrative Officer

9.1.2 To the COUNTY:

Tony Park, Director of Public Works
Leon County Department of Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308

SECTION TEN: DOCUMENT(S) COMPRISING AGREEMENT


- 10.1 This Agreement shall include the following document(s) which are incorporated herein by reference:

10.1.1 Sheriff's Inmate Work Crew Rules and Regulations

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this Agreement to be executed at Tallahassee, Leon County, Florida.

LEON COUNTY SHERIFF'S OFFICE:

By: _____


Larry Campbell, Sheriff
Leon County Sheriff's Office
Post Office Box 727
Tallahassee, Florida 32302-0727

Date: 11-13-04, 2004

**LEON COUNTY:
BOARD OF COUNTY COMMISSIONERS**

By: _____

Chairman, County Commissioners
Leon County Courthouse, 5th Floor
301 South Monroe Street
Tallahassee, Florida 32301-1853

Date: _____, 2004

ATTEST:

/S/ Bob Inzer
Clerk of the Circuit Court

By: _____

Bob Inzer, Clerk of Court

Date: _____, 2004

APPROVED AS TO FORM:

By: _____

Herbert W.A. Thiele, Esq.
County Attorney

Date: _____, 2004

Revised 11/12/04